

EXHIBIT F

(Divorce Judgment)

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ELLEN K. WOLF (SBN 110686) WOLF WALLENSTEIN & ABRAMS, PC 11400 W. OLYMPIC BLVD., SUITE 700 LOS ANGELES, CA 90064 TELEPHONE NO.: (310) 622-1000 FAX NO. (Optional): (310) 457-9087 E-MAIL ADDRESS (Optional): ewolf@wolfwallenstein.com ATTORNEY FOR (Name): JAMES SAMATAS</p>	<p>FOR COURT USE ONLY</p> <p>CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles</p> <p>JUL 02 2018</p> <p>Sherri R. Carter, Executive Officer/Clerk By: Crystal Mitchell, Deputy</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL DISTRICT</p>	<p>CASE NUMBER: BD 604 752</p>
<p>MARRIAGE OR PARTNERSHIP OF PETITIONER: JAMES SAMATAS RESPONDENT: CARLYE SAMATAS</p>	
<p style="text-align: center;">JUDGMENT</p> <p> <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY </p> <p> <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues </p> <p>Date marital or domestic partnership status ends: <u>7/2/2018</u></p>	

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.
 The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
2. This proceeding was heard as follows: ☒ Default or uncontested ☒ By declaration under Family Code section 2336
☐ Contested ☐ Agreement in court
 a. Date: JUL 02 2018 Dept.: _____ Room: _____
 b. Judicial officer (name): Reva G. Goetz ☒ Temporary judge
 c. ☐ Petitioner present in court ☐ Attorney present in court (name): _____
 d. ☐ Respondent present in court ☐ Attorney present in court (name): _____
 e. ☐ Claimant present in court (name): _____ ☐ Attorney present in court (name): _____
 f. ☐ Other (specify name): _____
3. The court acquired jurisdiction of the respondent on (date): 7/21/14
 a. ☐ The respondent was served with process.
 b. ☒ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) ☒ on (specify date): 7/2/2018
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation is entered.
 c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
- d. ☐ This judgment will be entered nunc pro tunc as of (date): _____
- e. ☐ Judgment on reserved issues.
- f. The ☐ petitioner's ☐ respondent's former name is restored to (specify): _____
- g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party):

JAMES SAMATAS
CARLYE SAMATAS

CASE NUMBER:

BD 604 752

4. i. ☐ The children of this marriage or domestic partnership are:(1) ☐ Name

Birthdate

(2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnershipj. ☐ Child custody and visitation (parenting time) are ordered as set forth in the attached(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).(4) ☐ Previously established in another case. Case number:

Court:

k. ☐ Child support is ordered as set forth in the attached(1) ☐ Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4065(a).(2) ☐ Child Support Information and Order Attachment (form FL-342).(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).(4) ☐ Previously established in another case. Case number:

Court:

l. ☒ Spousal, domestic partner, or family support is ordered:(1) ☐ Reserved for future determination as relates to ☐ petitioner ☐ respondent(2) ☐ Jurisdiction terminated to order spousal or partner support to ☐ petitioner ☐ respondent(3) ☐ As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343).(4) ☒ As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.(5) ☐ Other (specify):m. ☒ Property division is ordered as set forth in the attached(1) ☒ Settlement agreement, stipulation for judgment, or other written agreement.(2) ☐ Property Order Attachment to Judgment (form FL-345).(3) ☐ Other (specify):n. ☒ Attorney fees and costs are ordered as set forth in the attached(1) ☒ Settlement agreement, stipulation for judgment, or other written agreement.(2) ☐ Attorney Fees and Costs Order (form FL-346).(3) ☐ Other (specify):o. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XX

JUDICIAL OFFICER

5. Number of pages attached: 41

☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

ATTACHMENT TO JUDGMENT

The Petitioner, James Samatas, and Respondent, Carlye Samatas, (the parties) stipulate to the entry of this Stipulated Judgment (referred to hereafter as Judgment or Stipulated Judgment or settlement) for the division of their assets, division and assumption of liabilities, the confirmation of his and/or her separate property, the resolution of issues concerning spousal support and for the resolution of all other legal and financial matters of the parties.

All of the terms of this Judgment shall be binding upon the parties, and all assignments and transfers described herein shall be effective as of the date the Judgment is fully executed by both parties and their respective counsel (the "date of full execution"). As soon as the Judgment has been signed by both parties and their respective attorneys of record, this Judgment shall become immediately effective between the parties as a binding Marital Settlement Agreement and an enforceable contract. The agreements, stipulations, waivers and warranties contained in this Judgment (whether referred to as part of this Stipulated Judgment or in settlement of certain issues or both) are not extinguished by merger into the Judgment but shall continue in full force and effect as agreements, stipulations, waivers and warranties.

Based upon this stipulation of the parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. STIPULATED FACTS

The parties hereby stipulate that the following facts as set forth in this Paragraph 1 are true and correct, and the court hereby finds that the following facts set forth in this Paragraph are true and correct:

A. Petitioner and Respondent (hereinafter collectively "the parties" and singularly a "party") were married on August 19, 1979. The date of separation in the Petition is June 15, 2014. Petition for Dissolution of Marriage was filed on July 9, 2014. Respondent filed a response to the Petition on July 21, 2014. Petitioner and

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1 Respondent are no longer living together. The court shall reserve jurisdiction to
2 determine the date of separation in the event that determination becomes an issue.

3 B. The parties have no minor children. The parties have two adult
4 children, Collin Samatas and Gabrielle Samatas.

5 C. Petitioner has been a resident of the State of California for at least
6 six months preceding the filing of the Petition for Dissolution of Marriage.

7 D. There is now pending in the Superior Court of the State of
8 California, for the County of Los Angeles, an action for Dissolution of Marriage
9 between Petitioner and Respondent, case number BD 604 7752. The parties
10 acknowledge jurisdiction of this Court to dissolve this marriage and enter this
11 Judgment binding the parties.

12 E. It is the mutual wish and desire of both Petitioner and Respondent
13 to immediately effect, by way of contract, a full, complete and final settlement of all
14 their respective claims against the other set forth above and herein.

15 F. Prior to their executing this Judgment, the Parties have exchanged
16 Preliminary and Final Declarations of Disclosure as required by California Family Code
17 §§2105, et. seq.

18 G. Prior to executing this Judgment, Respondent took possession of
19 considerable personal property of the parties including but not limited to extensive
20 jewelry, furs, furnishings and art. Respondent also purchased and furnished a luxury
21 condominium home with more than \$3 million in funds provided by Petitioner.

22 H. Prior to executing this Judgment, and in addition to receiving the
23 formal disclosures as referenced above, Respondent undertook considerable efforts
24 and made her own investigation into the characterization, income, assets and
25 appraisals of properties, both real and personal, including but not limited to:
26

- 27 1. extensive discovery and the production of documents
28 (nearly 8,000 pages including tax returns, bank statements,

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- 1 and other documents), regarding Petitioner and Petitioner's
2 Revocable Trust (James Samatas Revocable Trust U/T/A
3 dated May 6, 1997) and any businesses held by either one;
4 2. investigation of real property values of the two real
5 properties at issue, 9 Natoma, Oak Brook, Illinois
6 ("Natoma") and 1424 Tanager, Los Angeles, California
7 ("Tanager"), including appraisals of both properties by
8 appraisers of Respondent's choice;
9 3. numerous days of inventory, assessment and investigation
10 of personal property values of Respondent's jewelry, and all
11 of the personal property contained in Natoma and Tanager,
12 including a video review, at Respondent's direction, of two
13 safes at Tanager containing Petitioner's and Respondent's
14 jewelry, as well as an appraisal of the contents in Natoma
15 by an appraiser of Respondent's choice, and sale of certain
16 items including but not limited to antiques, vintage artifacts,
17 furniture, and artwork pursuant to court approved order,
18 and of Respondent's jewelry, at Respondent's sole
19 direction. In addition Respondent has reviewed the
20 purchase prices and/or sale prices of some of the personal
21 property in Natoma, Tanager, including items purchased
22 from AB Levy, L.H. Selman or RS Johnson
23
24 4. a personal meeting between counsel for Respondent and
25 Petitioner's trust and estate lawyer and a review by
26 Respondent's counsel of historical and financial documents
27 concerning the irrevocable trust established by Petitioner's
28 father, creating the 1988 James Samatas Discretionary

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1 Trust dated September 8, 1988 ("Discretionary Trust")
2 which included a copy of the Trust agreement, gift tax
3 returns and a listing of businesses in which the
4 Discretionary Trust has an interest, as well as review of
5 historical and current documents regarding loans made to
6 Petitioner's Revocable Trust by the Discretionary Trust;
7 and

8 5. review of historical documents and chronology of events
9 regarding loans Petitioner claimed were made by family
10 member or their trusts to Petitioner, or to the Discretionary
11 Trust and/or the Revocable Trust, some of which loans
12 were paid and some of which remain outstanding, all as
13 reflected in the information and documentation reviewed by
14 Respondent and her counsel pursuant to a Confidentiality
15 Agreement executed on December 18, 2017.

16
17 I. The parties have undertaken both formal and informal discovery.
18 The formal discovery included interrogatories, subpoenas to third parties, document
19 requests, appraisals of real property and personal property. In informal discovery,
20 Petitioner provided documents under a Confidentiality Agreement between the parties,
21 including documents reflecting the establishment of the "Discretionary Trust"
22 established by Petitioner's father in 1988, and documents reflecting loans made by
23 such Trust, and loans between such Discretionary Trust and other entities including
24 but not limited to Trusts of Petitioner's brother.

25 J. There has been a significant and long-standing discovery dispute
26 relating to Petitioner's objection to producing financial documents relating to his
27 interest in the Discretionary Trust established by his father in 1988, which Respondent
28 contends may bear in her favor on the issues addressed in this Judgment. Discovery

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1 was placed on hold by the parties for a significant period. The next step in the
2 discovery process would have been for Respondent to file an appropriate motion to
3 bring this before a judicial court to determine what documents, if any, Petitioner would
4 have to produce relative to his interest in the Discretionary Trust.

5 K. The parties have elected to settle now rather than continue to
6 litigate over these discovery issues. Each party knowingly and expressly waives his
7 or her rights to engage in further discovery, both formal and informal, and to
8 investigate any further the financial circumstances of the other party, and to claim
9 that the other party's disclosures are false or inaccurate in any way that could have
10 been shown by further discovery in this matter. This Judgment fully resolves such
11 contentions and Respondent irrevocably and forever waives any further requests for
12 additional discovery or information. All such disputes are fully released and resolved
13 by this settlement.

14 L. Respondent has disputed the characterization of the assets titled
15 in the name of the Discretionary Trust, including but not limited to the Discretionary
16 Trust's interest in several nursing homes/assisted care businesses created during the
17 marriage, and has asserted that its income is available to Petitioner for determination
18 of and payment to her for spousal support, and/or that Respondent has marital
19 property rights in and to the Discretionary Trust assets. Respondent has also asserted
20 that the Discretionary Trust loans as shown on Petitioner's Declaration of Disclosure,
21 are not actual loans, but rather were distributions of the Trust income to the Petitioner,
22 and which distributions were community property which was used to purchase real and
23 personal assets during the marriage. Petitioner disputes such contentions. All such
24 contentions and disputes are fully released and resolved by this settlement.

25 M. The parties each understand and acknowledge that the
26 Petitioner's Revocable Trust, which owns 1424 Tanager, is in litigation with a
27 downslope neighbor concerning development of the downslope property, and is in a
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1 dispute with the upslope neighbor at 1432 Tanager, either of which may affect
2 important rights and the value of the Tanager property. The parties each understand
3 and acknowledge that the value of the Tanager property may be significantly reduced
4 or increased in the future, depending on many different factors including, but not
5 limited to, the present and future real estate market and the results of such pending
6 litigation and/or disputes.

7 N. Petitioner, and Petitioner's Revocable Trust and the Discretionary
8 Trust, own substantial and significant assets, which Petitioner contends are not
9 producing income at levels consistent with past history and lifestyle of the parties. The
10 parties each understand and acknowledge that the value of such assets, and the
11 income produced by same, may be more or less in the future depending on many
12 different factors including, but not limited to, present and future markets, government
13 laws and/or regulations.

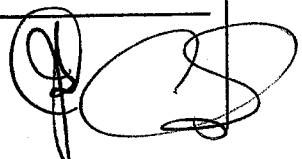
14 O. Each party understands and acknowledges that the value of the
15 parties' real property located at 9 Natoma Dr., Oakbrook, Illinois, ("Natoma") may be
16 significantly reduced or increased in the future, depending on many different factors
17 including, but not limited to, the present and future real estate market and the condition
18 of the property. Moreover, there have been disputed issues as to the reason for the
19 properties' deterioration and whether or not Petitioner should be charged with resulting
20 diminution in value, if any, as a breach of fiduciary duties. Respondent waives such
21 issue and all issues regarding Natoma in this settlement. All such contentions and
22 disputes are fully released and resolved by this settlement.

23 P. The Parties have agreed by and between themselves to resolve
24 all present and future rights between them. The parties have agreed that the
25 provisions of this Judgment are in full satisfaction of any and all claim(s) either party
26 may have or might claim against the other, and any and all claims that Respondent
27 may have or might claim against the Discretionary Trust, and represents a release and
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1 resolution of all such claims including but not limited to those concerning spousal
2 support, property rights of every kind or nature whether relating to community property,
3 quasi community property, marital property, separate property or the like, all
4 reimbursement claims between the parties, all claims for waste or diminution of value,
5 all claims for breach of fiduciary duty, and any claim that either party has not fully
6 complied with prior Orders of the Court in this matter, as well as all claims either party
7 may have or claimed to have for any reason, whatsoever.

8 Q. This Judgment represents a compromise, release and resolution
9 of all disputes on all issues between the parties; each party acknowledges and
10 confirms that this Judgment is a fair and reasonable compromise of all of their claims.

11 R. All Requests for Order which remain pending with the Court shall
12 be taken off calendar, as moot. All such contentions and disputes are fully released
13 and resolved by this settlement.

14 S. As to assets liquidated and proceeds used by either Party since
15 the filing of the Petition, each party acknowledges that the characterization and
16 allocation/chargeability of these proceeds could have been decided by the court, and
17 the parties waive the right to litigate such issues any further. By settling this case
18 now, each party waives whatever claims existed relative to all such issues,
19 including the characterization, valuation, and disposition of the proceeds received from
20 the liquidation of any assets or interests, any claims for reimbursement or repayment
21 or diminution in value or any other claims. All such claims or disputes are released or
22 resolved in this settlement.

23 T. In negotiating the terms of the settlement embodied in this
24 Judgment, each party has been informed of the laws of the State of California, which
25 permit the opportunity to obtain from each other, and from others, both on a voluntary
26 basis and through formal discovery procedures; all facts pertaining to financial aspects
27 of the parties, including without limitation, their respective assets, obligations, income
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1 and expenses. Each party has had the opportunity to engage in discovery in this
2 matter. Both parties have also had the opportunity to have the services of forensic
3 accountants, financial consultants, forensic computer experts and real and personal
4 property appraisers.

5 U. Each of the parties warrants and represents that each party
6 desires a settlement of, and is settling, all of the matters set forth in this Judgment.
7 Without limiting the foregoing, each party warrants and represents that they have
8 made such investigation as each deems advisable into the facts (including assets and
9 liabilities of each other, and the values of same) been advised by counsel as to the
10 risks and benefits of entering into the settlement and Judgment, that he or she
11 understands such risks and benefits, that each is entering into the settlement and
12 Judgment voluntarily and because they believe it is in their individual best interest to
13 do so, that each is not acting under duress, undue influence or mistake or
14 inadvertence or other factor that would give rise to a claim for rescission or invalidation
15 of this agreement and Judgment.
16

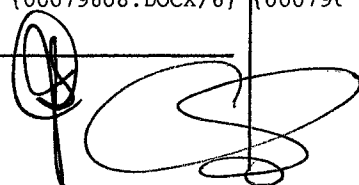
17 V. Further and without limitation of the foregoing, Respondent
18 acknowledges that: she has consulted or has had full opportunity to consult with her
19 own attorneys, experts, professionals, lay people and anybody else she may have
20 desired, including but not limited to Victoria Feldman who Respondent acknowledges
21 has acted and advised Respondent independently of Petitioner, and not at the
22 instruction of or in cooperation with Petitioner or attorney Ryden or anyone else; that
23 Respondent has entered into this agreement and Judgment without relying on any
24 information or representations from Petitioner, and irrespective of advice that any of
25 her advisors has provided to her; that she is fully competent to know and understand,
26 and does know and understand, the terms and risks of this agreement and Judgment,
27 and the whole and every part thereof. Respondent provides her initials as the bottom
28 of this paragraph confirming that all of the above is true and correct.

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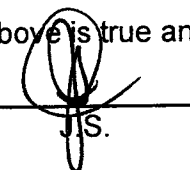
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G.S.

Further still, and without limiting the foregoing, Petitioner acknowledges that: he has consulted or has had full opportunity to consult with his own attorneys, experts, professionals, lay people and anybody else he may have desired; that he has entered into this agreement and Judgment without relying on any information or representations from Respondent and irrespective of advice that any of his advisors has provided to him; that he is fully competent to know and understand, and does know and understand, the terms and risks of this agreement and Judgment, and the whole and every part thereof. Petitioner provides his initials as the bottom of this paragraph confirming that all of the above is true and correct.



W. The parties also acknowledge that by entering into a negotiated settlement of all issues between them, each knowingly waives his or her right to a full evidentiary trial on the merits with respect to those issues.

X. Each party acknowledges that each has been advised by his or her respective counsel that the economic benefits conferred on each by this Judgment may be better or worse than the economic benefits that would be conferred after discovery was completed or after such a full evidentiary trial. Nevertheless, both parties have considered the risk of continued litigation and the costs thereof, and for Respondent in particular, the potential for an outcome much less favorable than the terms of this settlement, and have decided that it is preferable to settle all issues now rather than to be subjected to the uncertainties associated with continuing the litigation process.

2. SPOUSAL SUPPORT

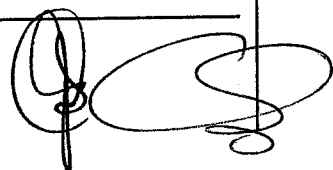
A. Non-modifiable spousal support to the Respondent.

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1 1. Petitioner shall pay to Respondent the total sum of \$1,740,000 in non-
2 modifiable and non-taxable spousal support according to the terms set forth herein
3 as follows, and on the condition that Respondent's death does not occur before
4 such payment:

5 The Petitioner shall pay to the Respondent the amount of \$20,000 per
6 month, payable on the first day of each month commencing July 1, 2018, and
7 terminating forever on June 30, 2022, or on the Respondent's death or with the full
8 payment of \$1,740,000, whichever event shall first occur ("Terminating Event").
9 In no event shall the Petitioner pay spousal support to the Respondent after Jun
10 30, 2022. For clarification purposes, Petitioner's obligation herein does not
11 terminate on Petitioner's death or upon Respondent's remarriage. The payment
12 amount of \$20,000 per month, shall be non-modifiable in amount, upwards or
13 downwards, or in duration for any and every reason whatsoever except for a
14 Terminating Event. The total spousal support amount of \$1,740,000 shall be non-
15 modifiable in amount either upwards or downwards, for any and every reason
16 whatsoever except for a Terminating Event before the full payment thereof. The
17 court shall not have nor shall the court retain jurisdiction to modify the monthly
18 amount or total amount of spousal support upwards or downwards for any reason
19 whatsoever nor shall the court have nor shall the court retain jurisdiction to modify
20 the duration of spousal support for any and every reason whatsoever nor shall the
21 court have nor shall the court retain jurisdiction to order the Petitioner to pay the
22 Respondent spousal support after June 30, 2022 (except for collection of arrears,
23 if any.)
24

25 2. In addition to the \$20,000 month amount of spousal support for the 48 month
26 period as set forth in subparagraph 1, above, the Petitioner shall also pay to the
27 Respondent as and for spousal support a one-time payment of \$780,000 which
28 shall be paid to the Respondent on July 1, 2021. Said one-time payment of

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1 \$780,000 shall also be non-modifiable in amount and the court shall not have
2 jurisdiction to modify said amount, upwards or downwards or when it becomes
3 payable. Said payment of \$780,000 shall not be payable if and only if the
4 Respondent dies prior to July 1, 2021. Petitioner's obligation herein does not
5 terminate on Petitioner's death or Respondent's remarriage.

6
7 3. Upon both parties signing this Judgment, the court shall not retain jurisdiction
8 and the court shall be without jurisdiction at any and all times to modify the
9 spousal support provisions as set forth in this Judgment for any reason
10 whatsoever. The court shall not retain jurisdiction and the court shall be without
11 jurisdiction at any and all times to order the Petitioner to pay spousal support to
12 the Respondent in an amount greater than \$1,740,000 or after June 30, 2022 for
13 any reason whatsoever (except for collection of arrears, if any). The jurisdictional
14 limitations as set forth herein are absolute and non-modifiable.


15
16 4. The amounts paid by Petitioner as and for spousal support are nontaxable to
17 Respondent and nondeductible to the Petitioner. In the event of Petitioner's
18 death, the payments then remaining to be made by Petitioner hereunder shall
19 be a claim against his estate on the same payment terms as though Petitioner
20 were alive, except however, no late fees or interest shall accrue against
21 Petitioner's estate for late support payments made less than thirty days after the
22 date due.

23
24 5. The Petitioner shall secure the spousal support obligations as set forth in
25 subparagraphs 1 and 2 to the Respondent by a deed of trust affecting the real
26 property located at 1424 Tanager Way, Los Angeles, California. In the event
27 that any payment of spousal support is not made when due, the Respondent
28 shall, prior to exercising her rights under said deed of trust, give Petitioner

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1 written notice of such nonpayment and the Petitioner shall have 60 days from
2 his receipt of such notice to cure any nonpayment before the Judgment will
3 accrue interest or Respondent may exercise any of her rights under such deed
4 of trust. In the event the Petitioner sells the real property located at 1424
5 Tanager, all unpaid amounts toward the \$1,740,000 total spousal support amount
6 will be accelerated, due and payable upon sale, and paid from the sale proceeds.
7

8 6. Upon the spousal support obligation being satisfied, the Respondent shall
9 forthwith provide to Petitioner or Petitioner's attorney or designated agent(s) or
10 assign(s) a satisfaction of Judgment and full reconveyance of the deed of trust
11 provided for herein, or any other document the Petitioner reasonably requests to
12 evidence that the spousal support obligation has been satisfied and/or that the
13 deed of trust should be released and no longer serve as security for the spousal
14 support obligation. The court shall specifically reserve jurisdiction to enforce
15 this provision in the event the Respondent does not comply with the provision
16 hereof to provide such documents. Respondent agrees that in the event Court
17 order is necessary to obtain such documents releasing Respondent's lien from
18 the Tanager property, Petitioner may obtain such order on an ex parte basis
19 and the clerk of the Court may sign such documents as are reasonably
20 requested, upon order of the Court. This order may be made by any
21 commissioner, pro tem, or judge of the Superior Court.
22

23 7. Concurrent with execution of this Agreement, Respondent shall sign and
24 conditionally deliver to counsel for Petitioner, to be held in Trust as follows, a
25 Substitution of Trustee and Full Reconveyance. Respondent hereby authorizes
26 and instructs the Substitution of Trustee and Full Reconveyance to be recorded
27 upon the occurrence of the following:

28 a) Satisfaction of a Beneficiary Payoff Demand submitted by Respondent;

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A large, stylized handwritten signature in black ink, appearing to be a cursive representation of a name, possibly "J. S.", is written over the bottom right portion of the page, partially overlapping the attachment information.

1 OR

2 b) Mutual joint instructions by Petitioner and Respondent; OR

3 c) Evidentiary clear and convincing proof of Satisfaction of Petitioner's

4 Spousal Support Obligations as set forth herein.

5 Respondent agrees that no attorney-client relationship is established between
6 her and Petitioner's counsel by virtue of handling the Substitution of Trustee and
7 Full Reconveyance document.

8
9 8. The Petitioner shall pay his support obligation to the Respondent by wire
10 transfer to a financial institution of the Respondent's choice specified in written notice
11 given by Respondent at least one week prior to any support payment being due for
12 which the bank information has changed. In absence of timely wire transfer
13 instructions from Respondent, Petitioner shall pay the Spousal Support amount by wire
14 to the last account designated by Respondent, or by check mailed to Respondent. In
15 the event Petitioner does not send a support payment to Petitioner within five days of
16 the date due ("Grace Period"), a late fee of \$100 per day until paid shall be added for
17 the first seven days and \$200 per day thereafter, to a maximum of \$3,000 for thirty
18 days. The Judgment shall not accrue interest for any day for which a late fee is paid or
19 charged on unpaid support payments..


20
21 9. The Petitioner and the Respondent acknowledge and agree, and the court
22 hereby finds, that there are no spousal support arrearages of any kind or nature due
23 and owing from the Petitioner to the Respondent through and including June 30, 2018.
24 The spousal support provisions as set forth herein supersede and replace any
25 previous or prior spousal support order; any previous spousal support order shall no
26 longer remain in effect. The Requests for Order filed by Respondent on September
27 20, 2017, and by Petitioner on May 3, 2018 are each taken off calendar, released and
28 resolved by virtue of the spousal support provisions as set forth herein. All such

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1 spousal support contentions and issues are fully released and resolved in this
2 settlement.

3
4 10. Petitioner and Respondent have carefully considered and bargained for
5 the spousal support as set forth herein and all issues related thereto including, the
6 non-modifiable amount of spousal support and the non-modifiable duration thereof and
7 the absolute termination thereof on the Respondent's death, or on June 30, 2022, or
8 on full payment of the \$1,740,000 amount, whichever event first occurs. Each party
9 acknowledges that he/she understands the legal effect and possible consequences of
10 this agreement regarding spousal support as is set forth herein. The Respondent
11 acknowledges and agrees that this agreement cuts off irrevocably her right to receive
12 spousal support after payment of the total amount of \$1,740,000 in this settlement, and
13 further cuts off the court's jurisdiction to provide that she receives more than
14 \$1,740,000 in spousal support, for any reason whatsoever.

15
16 11. Respondent has contended that her needs, based on the marital lifestyle,
17 are far in excess of the amount of spousal support as set forth herein. In addition,
18 Respondent has a number of health issues and understands her health costs may
19 increase in the future. Petitioner contends that his income has been significantly
20 reduced and that the spousal support amounts that are set forth herein are more than
21 a court would order based on current conditions. Respondent further contends that the
22 Petitioner is hiding money or otherwise not being truthful or accurate in his disclosures.
23 The parties make this settlement regarding spousal support as set forth herein and
24 enter into this Judgment despite each of their respective contentions (whether or not
25 fully stated herein) and the parties have elected not to pursue further discovery or
26 litigation on the spousal support issue (or any other issue). Each party understands
27 that but for their agreement, each would have the right to further discovery and
28 litigation of these issues. The parties also understand but for the terms of their

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1 agreement, spousal support would be modifiable and would not terminate until the
2 death of either party or the Respondent's remarriage (or possibly cohabitation) or
3 further order of the court, whichever event first occurred. This Judgment fully resolves
4 such contentions and issues; all such disputes are released and resolved by this
5 settlement.

6
7 12. Each party further understands that there are risks associated with their
8 agreement regarding spousal support and the provisions of this Judgment concerning
9 spousal support, and there could be unforeseen hardships to each or either party in
10 the future. Understanding these risks, each party voluntarily enters into this spousal
11 support agreement and this Judgment with full knowledge and appreciation of all of
12 such risks, and the provisions as set forth in the stipulated facts section of this
13 Judgment. Without limiting the foregoing, and as an example of same, the Petitioner
14 knows and understands that even if he has no income, he is still required to pay the
15 spousal support as set forth herein and he cannot seek relief or request a reduction
16 from the Court. Without limiting the foregoing, and as an example of same, the
17 Respondent knows and understands that she can never request an increase in the
18 amount of spousal support greater than the amount as set forth herein nor can she
19 request a duration of spousal support being paid to her for longer than what is set forth
20 herein.

21
22 **B. Medical Insurance for Respondent**

23 As additional non-modifiable spousal support, and until
24 Respondent is eligible for Medicare coverage anticipated to be Respondent reaching
25 age 65, the Petitioner shall continue to maintain health insurance for Respondent as
26 follows: Respondent will be covered under the medical insurance plan available
27 through Petitioner's employer if available, including via COBRA for so long as COBRA
28 is available for Respondent's coverage. At such time as Petitioner is unable to cover

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1 Respondent's health insurance through his place of employment (or COBRA), and until
2 Respondent is eligible for Medicare coverage, Petitioner shall provide health insurance
3 for Respondent reasonably comparable to that provided by Petitioner's employer or
4 COBRA. If such comparable coverage is not reasonably available, or if Petitioner does
5 not provide reasonable health insurance coverage and Respondent obtains her own
6 individual health plan, Petitioner shall pay the premiums of a health insurance policy
7 obtained by Respondent that is comparable to the coverage provided by Petitioner's
8 employer or through COBRA until she is eligible for Medicare coverage. The premiums
9 will be paid on a timely basis each month when the premium is due. Petitioner's
10 obligation to provide health coverage or pay the above-described cost of a comparable
11 medical insurance policy for Respondent is non-modifiable and terminates on
12 Respondent's death or upon Respondent reaching the age when she is first entitled to
13 receive Medicare benefits, whichever event first occurs. The Court retains jurisdiction
14 only to resolve any dispute that may occur relative to Respondent's health insurance
15 coverage and whether or not it is comparable to her existing coverage. However, the
16 Court does not have jurisdiction to relieve Petitioner's obligation to pay the cost of
17 Respondent's insurance as set forth herein. Neither the court's reservation of
18 jurisdiction to resolve a dispute relating to comparability of coverage nor the fact that
19 the Petitioner's obligation to pay toward the Respondent's medical insurance, shall
20 provide or extend the court's jurisdiction to order the Petitioner to pay the Respondent
21 any other amount or form of spousal support or duration of spousal support after the
22 spousal support amounts herein are paid, as set forth in subparagraph A, above.

24 **C. Petitioner's Waiver of Spousal Support**

25 The Petitioner knowingly and intelligently waives his right to receive
26 spousal support from the Respondent. The Petitioner acknowledges and agrees
27 that his waiver of spousal support may work great and unexpected hardship upon
28 him and the Petitioner has considered that possibility in electing to waive spousal

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1 support. The Petitioner further knows and understands that he will not be able to
2 go into this or any court and ever request spousal support now or in the future for
3 any and every reason whatsoever, and that the court shall not reserve jurisdiction
4 over the issue of spousal support in his favor for any and every reason
5 whatsoever. The court does not reserve jurisdiction to award the Petitioner
6 spousal support.**D. Enforcement**

7 Petitioner further stipulates that any obligations owed by him under this
8 Judgment are also obligations which may be collected against assets titled in the name
9 of the James Samatas Revocable Trust, so long as said trust remains revocable.
10 Further, any such amounts Petitioner comes to owe Respondent hereunder as
11 reimbursement for third party obligations which Petitioner is obligated to pay hereunder
12 but does not pay, and which obligations Respondent pays after 60 days written notice
13 to Petitioner and Petitioner's failure to pay, shall be added to the amounts due under
14 the Deed of Trust provided as security in this matter against 1424 Tanager. The
15 family law court retains jurisdiction as necessary to enforce Petitioner's obligations
16 herein.
17

18
19 **3. PROPERTY**

20 A. The Petitioner shall have awarded to him as his sole and separate property
21 whether it would be originally characterized as community, separate or
22 otherwise, the following:

- 23 1. The real property located at 1424 Tanager Way, Los
24 Angeles, California, together with all rights, interests,
25 encumbrances and obligations associated therewith. The
26 legal description is as follows:
27
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1 Lot 10 of Tract No. 19229, in the City of Los
2 Angeles, County of Los Angeles, State of
3 California, as per Map recorded in book 652,
4 pages 34, 35 and 36 of Maps, in the office of the
County Recorder of said County.

- 5 2. Real property located at 9 Natoma Dr., Oakbrook, Illinois,
6 together with all encumbrances and obligations associated
7 therewith. The legal description is as follows:

8
9 Lot 17 In Old Oak Brook, Being a Subdivision of
10 Part of the Northeast 1/4 of Section 35, Township
11 39 North, Range 11, East of the Third Principal
12 Meridian, According to the Plat Thereof Recorded
13 December 26, 1984 As Document R84-102276
and Certificate of Correction Recorded October
25, 1985 as Document R85-92734, in Dupage
County, Illinois.

- 14 3. All furniture, furnishings, artwork, personal property and
15 effects, including but not limited to jewelry, pens, watches
16 and collectibles in his possession and/or control (except the
17 items from Natoma described below that Petitioner is
18 agreeing to ship to Respondent when Natoma is sold)
19 including, but not limited to those located:

20 (a) at the Tanager residence, whether or not contained on
21 the partial inventory listing of certain items of personal
22 property in the parties' possession. These personal
23 property items have not been appraised. Although
24 Petitioner and Respondent have each had the option to
25 appraise all of said items including, but not limited to,
26 personal property, watches, pens, and other collectibles in
27 Petitioner's possession, Respondent and Petitioner have
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1 each elected to forego their right to have such items
2 appraised;

3 (b) at the Natoma residence, whether or not contained on
4 the inventory and appraisal listing of personal property at
5 Natoma. Many of such items were appraised in this
6 proceeding by Respondent's appraiser, but that appraisal
7 has not been updated. The parties have decided not to
8 update or undertake further appraisals; and

9
10 4. All financial accounts in Petitioner's name and/or
11 possession and/or control including, but not limited to the
12 following accounts:

- 13 a. IRA with Bank of America ending in numbers "1198"
14 b. James Samatas Revocable Trust checking with
15 Bank of America ending in numbers "826"
16 c. James Samatas Revocable Trust money market with
17 Bank of America ending in numbers "3962"
18 d. James Samatas Revocable Trust II checking with
19 Bank of America ending in numbers "6177"
20 e. James Samatas Revocable Trust savings with Bank
21 of America ending in numbers "6799"
22 f. Natoma expense checking with Bank of America
23 ending in numbers "8274"
24 g. Natoma renovation account with Bank of America
25 ending in numbers "1169"
26 h. Tanager expense account with Bank of America
27 ending in numbers "1048"
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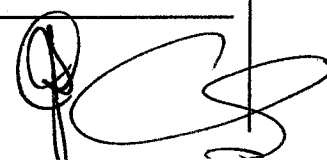
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- i. Tanager Management II account with Bank of America ending in numbers "1198"
 - j. Citibank Checking account ending in numbers "93351"
 - k. Western Suburban checking account ending in numbers "2912"
5. Two moonstones in the possession of Respondent which are represented in the picture, a copy of which is attached hereto as Exhibit 1, and made a part hereof. Said moonstones shall be returned by the Respondent to the Petitioner forthwith. The parties have disputed the values and characterization of said moonstones, but have elected not to further proceed with an appraisal or valuation of the stones.
6. The paraiba stone currently in the possession of Freid and Goldsman, which is represented in the picture attached hereto as Exhibit 2, and made a part hereof. The parties shall forthwith sign any appropriate documents requested so that the Paraiba stone can be released to Petitioner by Fried and Goldsman. The parties have disputed the value and characterization of said paraiba stone but have elected not to further proceed with an appraisal or a valuation of the stone.
7. All items now located at AB Levy, whether or not contained on the inventory and appraisal listing of personal property at AB Levy. Such items were not appraised in this

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1 proceeding, and the parties have each opted not to
2 undertake such appraisals. Respondent shall forthwith sign
3 whatever documentation that is necessary or requested for
4 AB Levy to release all of such personal property to
5 Petitioner.

6 8. All right, title and interest of the parties' interest in the
7 businesses known as Lexington Healthcare Center of
8 Lombard Inc.; Lexington Healthcare Systems of Lombard
9 Inc.; Lexington Healthcare Systems of Lombard LP;
10 Sambell of Bloomingdale Inc., Omni Partners, together with
11 all liabilities associated therewith.

12 9. All of the parties' right, title and interest, if any, in the James
13 Samatas Discretionary Trust under Agreement Dated
14 September 8, 1988 and the assets, businesses and entities
15 held by the James Samatas Discretionary Trust under
16 Agreement Dated September 8, 1988, which list has been
17 provided to Respondent under a settlement confidentiality
18 agreement signed by the parties, together with all liabilities
19 associated therewith.

20 10. All right, title and interest in the James Samatas Revocable
21 Trust and the assets, businesses and entities held by the
22 James Samatas Revocable Trust, together with all liabilities
23 associated therewith.

24 11. The following automobiles, together with all liabilities
25 associated therewith:

26 a. 1959 Chevrolet Corvette License 7HYP291
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- b. 2009 Chevrolet HHR License E492717
- c. 2012 Chevrolet Corvette
- d. 2013 Jeep Wrangler License 7HYP269
- e. 2010 Toyota Lexus License 7HYP270

12. The following claims, actions, lawsuits, choses in actions, together with all liabilities associated therewith:

- a. *The Samatas v. Cohen & Lord, et al.*, litigation as filed in the Los Angeles Superior Court as Case No. BC672323;
- b. Rights and disputes regarding 1410 Tanager
- c. Rights and disputes regarding 1432 Tanager

B. The Respondent shall have awarded to her as her sole and separate property whether it would be originally characterized as community, separate or otherwise, the following:

1. Real property located at 10776 Wilshire Blvd., Suite 1401, Los Angeles, California 90024 (APN 4325-006-065. The legal description is as follows:

A Condominium Comprised of:

Parcel No. 1

Unit No. 1401, As Shown And Described In The Carlyle Residences Condominium Plan Recorded On July 14, 2009, As Instrument No. 2009-01057443, And As Amended By Amendment Recorded January 13, 2010 As Instrument No. 2010-0047994, (The "Plan"), Encumbering Lot 1 Of Tract No. 40164, As Shown On A Subdivision Map Filed On November 10, 1987, In Book

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1 1097 At Pages 62 To 63, Inclusive, Of Maps, In The
2 Official Records Of Los Angeles County

3 **Parcel No. 2**

4 An Undivided One Seventy-Eighth (1178th) Fee Simple
5 Interest As A Tenant In Common In And To All Of The
6 Real Property Comprising The Common Area.

7 **Parcel No. 3**

8 Exclusive Easements Appurtenant To The Unit For
9 Parking Purposes Over Those Portions Of The
10 Association Property Designated On The Plan As
11 Parking Spaces
12 P-234 And P-235.

13 **Parcel No. 4**

14 An Exclusive Easement For Storage Purposes Over The
15 Portion Of The Association Property Designated On The
16 Plan As Storage Space S-220.

17 **Parcel No. 5**

18 Non-Exclusive Easements For Access, Ingress, Egress,
19 Encroachment, Support, Maintenance, Drainage, Use,
20 Enjoyment, Repair, And For Other Purposes, All As
21 Described In The Declaration Of Covenants Conditions
22 And Restrictions ("Declaration") Recorded July 14, 2009
23 As Instrument No. 2009-01057444 Of Official Records.

24
25 2. All financial accounts in Respondent's possession
26 including, but not limited to the following accounts:

27 a. Chase checking/savings (ending in 6998, 3750,
28 8371);

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- b. Chase Managed Retirement IRA;
- c. All furniture, furnishings, and artwork in Respondent's possession;
- 3. The following automobiles, together with all liabilities associated therewith:
 - a. 2012 Porsche 911 Turbo, license plate number 6UJU834
- 4. All furniture and furnishings, artwork, personal property and affects (including jewelry) in Respondent's possession and/or control (except as may be otherwise specifically set forth in this Judgment)
- 5. All proceeds received by Respondent regarding the sale of jewelry through Sotheby's in the approximate amount of \$2,100,000 as well as all proceeds received by Respondent for other personal property sold by her. Petitioner claimed in this dissolution action that all items of jewelry sold by her were either community property or items in which he has a separate property reimbursement claim for the funds used for purchasing said items. Petitioner also claimed Respondent has sold jewelry for under market value in breach of her fiduciary duty. As part of this settlement, Petitioner waives all such claims to any personal property or proceeds received by Respondent from the sale thereof.
- 6. Certain items of furniture, furnishings, artwork and collectibles from the Natoma residence as agreed to by the parties as follows, which Petitioner will ship to Respondent after he enters escrow to sell Natoma but before Petitioner surrenders possession of Natoma to the buyer, to the

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1 extent he finds and identifies them, and in whatever
2 condition they exist at the time of the sale :

- 3 a. Louis Vuitton Trunk
- 4 b. Desk and chair from her studio
- 5 c. Bathtub collection of shells and tchachki's
- 6 d. Copper Pots in Kitchen plus copper molds
- 7 e. Large painting of woman in bedroom
- 8 f. All personal clothing.

9 8. Possible claims Respondent may have against Cohen and Lord not
10 addressed or resolved by Petitioner's civil action, until the delivery to Cohen and
11 Lord of the release conditionally delivered by Respondent hereunder pursuant
12 to paragraph 6.E below which shall release any such claims.

13 **4. TAX MATTERS**

14 A. For the tax year 2017, each party shall file separate federal and state
15 income tax returns and shall indemnify and hold the other party harmless for income
16 taxes associated with his/her employment income.

17 B. The parties filed joint federal and state income tax returns through the
18 calendar year ending 2016. Pursuant to this Judgment, Petitioner assumes all liabilities
19 and shall pay when due all unpaid taxes, interest and penalties related to all joint state
20 and federal tax returns filed by the parties, and shall indemnify and hold Respondent
21 harmless therefrom.

22 C. Each party shall pay, indemnify and hold the other harmless on any tax
23 consequences on the capital gains, if any, on the properties awarded to him/her
24 pursuant to this Judgment.

25 D. Each party is ordered to send to the other party, by email, within five (5)
26 days receipt, a copy of any deficiency notice or other correspondence received from
27 the Internal Revenue Service, the California Franchise Tax Board, the Illinois
28 Department of Revenue, or any other taxing agency concerning taxes for which a joint

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1 income tax return has been filed. From the date of this Judgment, each party shall
2 solely assume and pay any and all tax consequences with respect to the assets
3 awarded to him or her, and shall indemnify and hold the other party harmless
4 therefrom. The party receiving specific property under this Judgment shall pay, all
5 taxes assessed against such property, including but not limited to, property taxes and
6 federal and state taxes upon the sale, and all costs and maintenance thereof. All
7 allocations of property hereunder are transfers of property incident to divorce, within
8 the meaning of Internal Revenue Code section 1041.

9 E. The division of property that Petitioner and Respondent have made by
10 this Judgment represents an allocation of property between spouses in connection
11 with a dissolution of marriage and does not constitute a sale or exchange of property.
12 As a result, the income tax basis of the property that Petitioner and Respondent are
13 dividing did not change by reason of the division. Accordingly, Petitioner and
14 Respondent shall not seek a new income tax basis for any community asset on the
15 theory that any sale or exchange of community property was made, and they shall not
16 seek a new income tax basis in the future for any former community property. If either
17 party seeks a new tax basis for any former community asset and the other party
18 (referred to as the Taxed Party) is later assessed for additional federal or state income
19 taxes on the grounds that a sale or exchange of assets took place which Petitioner and
20 Respondent divided their community property herein, the party who sought the new
21 income tax basis shall pay the entire amount of resulting tax and all penalties and
22 interest attributable to it. The party who sought a new income tax basis shall pay all
23 costs incurred by the Taxed Party in opposing and settling the proposed assessment
24 that results from the other party's attempt to obtain such new income tax basis. The
25 tax liability due to the assessment of a deficiency by a determination that a taxable
26 sale or exchange of property has taken place between the parties that is a result of on
27 party seeking a new income tax basis, shall equal the difference between the total tax,
28 interest and penalties payable for the appropriate year as a result of the determination

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1 less the total tax, interest, and penalties that would have been payable for the
2 appropriate year if the determination had been made.

3 F. In the event of a dispute, the Court shall retain jurisdiction to make further
4 Orders that are necessary to enforce the provisions of this tax section.

5 **5. TRANSFER OF PROPERTY**

6 All property (including real property, trust and business interests, tangible and
7 intangible personal property) divided pursuant to this Judgment shall become, or be
8 confirmed as, the separate property and obligation of the party so designated to
9 receive such property, immediately upon execution of this Judgment by the parties.
10 The party to whom property is transferred shall receive from the other party any and all
11 documents and instruments necessary to effectuate transfer of title. The party to
12 whom any such property is not allocated or confirmed shall have, and agrees he or she
13 does not have, any right, title and interest in or to such property as is allocated and
14 confirmed to the other party.

15 **6. ASSUMPTION OF DEBTS AND OBLIGATIONS**

16 A. Petitioner shall solely assume and pay all debts incurred in the name of
17 Petitioner or incurred by Petitioner, and Petitioner warrants to Respondent that
18 Petitioner has not incurred (except as otherwise provided in this Judgment or as shown
19 in his disclosure statements), nor will Petitioner incur, any liability or obligation for
20 which Respondent is or may be liable. If any claim, action or proceedings arising out
21 of the representation set forth in this paragraph shall hereafter be brought seeking to
22 hold Respondent liable on account of any liability or obligation for which Petitioner is or
23 may be liable, Petitioner shall, at Petitioner's sole expense, defend Respondent
24 against all such claims or demands and Petitioner shall indemnify and hold
25 Respondent free and harmless therefrom. This includes but is not limited to all
26 obligations incurred by Petitioner, individually, or as Trustee of the James Samatas
27 Revocable Trust; the James Samatas Discretionary Trust or any other legal entity in
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1 which he has an interest, as well as all unpaid fees and costs claimed by Cohen and
2 Lord, outstanding judgments against Petitioner and Respondent in the Miami matter,
3 and all outstanding income tax liabilities from jointly filed tax returns, as follows:

- 4 1) IRS 2016 186,216.74
5 2) Natoma Property Taxes plus any existing redemption penalties
6 2016: \$25,794.92
7 2015 \$12,732.45
8 3) Flexi-Tech Contract and JR Construction in the Samatas v. Miami
9 case: \$255,954.00 principal balance plus interest.
10 4) JP Morgan Loan on Tanager
11 5) Cohen & Lord contingent liability
12 6) Trust and Family Loans:

14	Loan/1988 James Samatas Discretionary Trust re Collectibles	\$10,000,000
15		
16	Linden/Loan/1988 James Samatas Discretionary Trust	\$1,000,000
17		
18	Linden/Loan/1988 James Samatas Discretionary Trust (Linden closing shortage)	\$ 425,000
19		
20	Loan/1988 James Samatas Discretionary Trust re Elysian	\$ 100,000
21		
22	Loan/1988 James Samatas Discretionary Trust (Elysian improvements)	\$ 690,000
23		
24	Tanager/Loan by 1988 James Samatas Discretionary Trust (Purchase)	\$2,250,000
25		
26	Tanager/Loan via John Samatas Discretionary Trust (originally \$6M purchase)	\$4,000,000
27		
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1	Tanager/Loan by 1988 James Samatas Discretionary Trust (Miami case)	\$2,000,000
2		
3	Tanager/1988 James Samatas Discretionary Trust re 1410 Litigation	\$1,000,000
4		
5	(P) 1432 Tanager- Loan by 1988 James Samatas Discretionary Trust	\$1,400,000
6	(Attorneys/Consultants)	
7	(P) 1432 Tanager/Collin	\$1,405,949
8		

9
10 B. Respondent shall solely assume and pay all debts incurred in the name
11 of Respondent or incurred by Respondent, and Respondent warrants to Petitioner that
12 Respondent has not incurred (except as otherwise provided in this Judgment or as
13 shown in her disclosure statements), nor will Respondent incur, any liability or
14 obligation for which Petitioner is or may be liable. If any claim, action or proceedings
15 arising out of the representation set forth in this paragraph shall hereafter be brought
16 seeking to hold Petitioner liable on account of any liability or obligation for which
17 Respondent is or may be liable, Respondent shall, at Respondent's sole expense,
18 defend Petitioner against all such claims or demands and Respondent shall indemnify
19 and hold Petitioner free and harmless therefrom.

20 C. Except as may be otherwise set forth herein, all property assigned in this
21 Judgment to either party is assigned subject to all existing liabilities, judgments,
22 encumbrances and liens thereon. The assignee shall indemnify and hold the other
23 party free and harmless from any claim or liability that the other party may suffer or
24 may be required to pay on account of such encumbrances or liens and from all costs
25 and expenses, including, but not limited to, reasonable accountants', attorneys' and
26 other experts' fees and costs in connection therewith.
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1 D. Petitioner and Respondent shall work together in effort to remove the
2 other party's name from various bank accounts, investment accounts or retirement
3 accounts, credit cards and debts, if any. The Court retains jurisdiction to make further
4 orders as necessary to implement and/or enforce this provision.

5 E. Respondent shall, concurrent with execution of this Judgment, sign and
6 conditionally deliver to counsel for Petitioner to be held in Trust, a full release of all
7 claims against Cohen & Lord, James Boyle and Bruce Cohen. Respondent
8 authorizes counsel for Petitioner to date and deliver said C/L Release upon Petitioner's
9 settlement with Respondent and C/L's full release of all claims against Respondent.
10 Respondent agrees that no attorney-client relationship is established between her and
11 Petitioner's counsel by virtue of such handling of the C/L release.

12 **7. WAIVER OF EQUALIZATION OF COMMUNITY PROPERTY**

13 The parties have compromised their various positions in this matter as set forth
14 in this Judgment resulting in their agreement to settle all outstanding issues between
15 them as set forth in this Judgment. The parties hereby waive the necessity of a
16 mathematically equal division of their community assets and obligations and agree that
17 the division of assets and obligations in this Judgment is fair and equitable, and that
18 neither party owes the other any amounts in equalization.

19 **8. WAIVER OF REIMBURSEMENT AND OTHER CLAIMS**

20 A. Except as otherwise set forth and provided for in this Judgment,
21 Petitioner and Respondent each waive any and all rights he or she may otherwise
22 have against the other or the community or the other party's separate estate including,
23 but not limited to the following:

- 24
25 i. Epstein credits (Marriage of Epstein (1979) 24 Cal.3d 76) and all
26 rights of reimbursement to which a party may be entitled as a
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1 result of the payment of community obligations since the date of
2 separation;

3 ii. Watts credits (Marriage of Watts (1985) 171 Cal. App 3d 366) and
4 all rights to reimbursement to which a party or the community may
5 be entitled as a result of one party's use of community assets
6 since the date of separation.

7 iii. Frick credits (Marriage of Frick (1986) Cal.App. 3d 997) and all
8 rights to reimbursement to which a party or the community may be
9 entitled due to one party's use of community assets for the
10 improvement of separate property during marriage;

11 iv. Claims against either party to account for community and/or
12 separate property received, possessed or expended by either
13 party, if any, after the date of separation other than as stated in
14 this Judgment;

15 v. Feldner claims (Marriage of Feldner (1995) 40 Cal.App.4th 617),
16 and other authority, for compensation to either party by the
17 community property for services rendered by such party for the
18 benefit of the community for which such party has not been paid
19 previously;

20 vi. Jeffries credit and reimbursements (Marriage of Jeffries (1991)
21 228 Cal.App.3d 548, 278 Cal Rptr. 830), for the allocation or offset
22 of Epstein credits and Watts reimbursements;

23 vii. Wolfe reimbursement (Marriage of Wolfe (2001) 91 Cal.App. 4th
24 962, 110 Cal.Rptr.2d 921)), where community funds are
25 consensually used to improve one spouse's separate property,
26 community is entitled to reimbursement;
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- 1 viii. All rights to reimbursement based upon the voluntary payment of
2 expenses incurred for and on behalf of the other party prior to or
3 subsequent to the date of separation.
4 ix. All rights to reimbursement under Family Code §910 for
5 community property used to pay either party's separate debts;
6 x. All rights to reimbursement under Family Code §2640 for separate
7 property contributed to the acquisition or improvement of
8 community property;
9 xi. All rights to reimbursement under Family Code §2641 or otherwise
10 for contributions made by the community or either party to the
11 education or training of one or both of the parties;
12 xii. All rights to reimbursement under Family Code §920 or otherwise
13 for gifts of community property made to third parties;
14 xiii. All rights to reimbursement under Family Code §1101 or otherwise
15 for breach of fiduciary duty in management and control of
16 community property;
17 xiv. All other rights to reimbursement of any kind or character
18 whatsoever that either party may have or claim to have against the
19 other party or the community or against either party's separate
20 estate;
21 xv. Any claims, of every kind or nature, as a result of either party
22 changing and/or modifying any will or trust prior to or after
23 separation of the parties; and
24 xvi. Any claim, of every kind or nature, against any trust, trust asset, or
25 business entity referenced in this Judgment.

26 B. The Court finds that the specific waivers set forth in this paragraph
27 supersede all existing court orders, stipulations or agreements between the parties
28 and/or wherein the Petitioner and/or Respondent reserved the right to repayment or

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1 reimbursement for payments made to or for the benefit of the other party and/or the
2 community estate. The Court finds that the parties each have warranted and
3 represented that said waivers are made as part of and in consideration for the division
4 of assets and determination of support as provided in this Judgment.

5 **9. CREDITORS' CLAIMS AND RELEASE**

6 A. Except as otherwise specifically provided in this Judgment, each party
7 shall be solely liable for and shall indemnify and hold the other party free and harmless
8 from and against all liabilities, claims, debts, real property taxes, and/or liens arising
9 heretofore or hereafter from the real properties and all other assets being awarded
10 and/or confirmed to that party as his or her sole and separate property.

11 B. Petitioner and Respondent acknowledge that he and she respectively
12 have been advised as follows:

13 Although an obligation based upon contract is assigned to one party as
14 part of the division of the community, in the event that the party to whom the obligation
15 was assigned defaults on the contract, the creditor may have a cause of action against
16 the other party.

17 C. Petitioner and Respondent accordingly recognize that this Judgment between
18 them is not binding upon third parties. Except as otherwise provided in this
19 Judgment, in the event any third party seeks to hold one party liable for the
20 debts or obligations that the other has assumed by this Judgment, then the
21 indebted party herein shall defend and/or compromise and settle any lawsuits,
22 claims, demands or actions brought at his or her own expense and, further, to
23 pay, indemnify and hold the other non-indebted party harmless from any and all
24 such claims, demands, liabilities, obligations or other debts that the non-
25 indebted party may be caused to incur to defend himself or herself, including,
26 but not limited to, payments for reasonable attorneys', accountants' or other
27 expert fees and costs incurred by the non-indebted party. To the extent
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1 Respondent is forced to pay any obligation owed by Petitioner (such as Cohen
2 and Lord, income taxes, etc.), Petitioner shall reimburse Respondent forthwith.
3 Additional terms regarding enforcement are set forth in Paragraph 2.D herein.

4 **10. WAIVER OF INTEREST IN PROPERTY ACQUIRED AFTER SEPARATION**
5 **AND WAIVER OF FUTURE EARNINGS AND ACQUISITIONS**

6 A. Except as specifically provided for herein, any and all property
7 acquired by either party after the execution of this Judgment, including, without
8 limitation all salaries, earnings and accumulations, shall be the sole and separate
9 property of the party so acquiring same.

10 B. Except as specifically provided for herein, each party shall hereafter own
11 and hold the property received by him or her, respectively, by the terms of this
12 Stipulated Judgment, as his or her sole and separate property free from any claim of
13 the other (except as specifically provided for herein) or of any creditor of the other by
14 reason of the community property laws of the State of California, or by reason of any
15 other law or fact.

16
17 **11. RECIPROCAL WAIVER OF RIGHT TO INHERIT FROM THE ESTATE OF**
18 **THE OTHER PARTY**

19 A. The Court finds that each party has effectively and willingly waived and
20 relinquished any or all rights under and pursuant to California Probate Code, Section
21 141(a)(1) through (10), including:

- 22 1. Property that would pass from the decedent by intestate
23 succession;
24 2. Property that would pass from the decedent by testamentary
25 disposition in a Will executed before the waiver;
26 3. A probate homestead;
27 4. The right to have exempt property set aside;
28 5. Family allowance;

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6. The right to have an estate set aside under Chapter 6 (commencing with Section 6600) of Part 3 of Division 6 of the Probate Code;
7. The right to elect to take community or quasi-community property against the decedent's Will;
8. The right to take the statutory share of an omitted spouse;
9. The right to be appointed as the personal representative of the decedent's estate;
10. An interest in property that is the subject of a non-probate transfer on death under Part 1 (commencing with Section 5000) of Division 5 of the Probate Code;

B. This paragraph is intended to comply with the provisions of Sections 142, 143 and 144 of the Probate Code of the State of California.

12. EXECUTION OF OTHER DOCUMENTS

A. Each party shall promptly, upon request of the other acknowledge and deliver to the other party hereto, his or her heirs, executors, administrators or other representatives, all deeds, tax returns, amendments to tax returns, amended returns, leases, contracts, releases, certificates of partnerships, escrow agreements, partnership agreements, loan agreements, refinancing agreements, loan applications, bills of sale, insurance documents, designations of beneficiaries or other instruments and documents which may hereafter be necessary or desirable to enable either of the parties to sell, transfer, re-designate beneficiaries or own any real or personal property acquired under, before or after the execution of this Judgment, or to carry out the terms hereof or the terms of this Judgment.

B. Should a party required to execute and deliver such documents fail to do so within ten (10) days after demand has been made therefor, by the party entitled thereto, then, and in that event, the other party may make ex parte application to the

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1 court, accompanied by notice required by law , in order to carry out such orders as
2 may be necessary to obtain the execution of said documents and to obtain delivery of
3 same to the party entitled thereto; and, the Clerk of the Court or the Assistant Clerk of
4 the Court may sign in place of the other party pursuant to the request of the party
5 making the application. The Court retains jurisdiction to make such other and further
6 orders as may be necessary, convenient or required with respect to the form of any
7 documents which are or may be necessary to effectuate the purpose of this Judgment,
8 and any aggrieved party may make application to the court for such purposes upon ex
9 parte application. Further, all original documents provided by either side to the other
10 shall be returned forthwith to the party who supplied them.

11 C. Notwithstanding the failure or refusal of either party to execute any such
12 document or instrument, this Judgment shall constitute a full and complete transfer and
13 conveyance of the property herein designated as being transferred, conveyed or
14 assigned by each party.
15

16 **13. PARTIES BOUND**

17 The parties agree and the court orders that this Judgment shall inure to the
18 benefit of, and be binding upon, the parties hereto and their respective heirs,
19 executors, administrators, successors, assigns and legal representatives.

20 **14. MISCELLANEOUS PROVISIONS**

21 A. The court finds that each of the parties has warranted to the other that
22 he/she has not incurred, and hereby covenants that he/she will not incur, any liability
23 or obligation on which the other party is liable or may be liable except as expressly set
24 forth herein, and each party hereby covenants and agrees that if any claim, action or
25 proceeding shall hereafter be brought seeking to hold the other liable on account of
26 any debt, liability, act or omission of the other party, he/she shall, at his/her sole
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1 expense, defend the other party against any such claim or demand, whether or not
2 well founded, and he/she shall hold him/her free and harmless therefrom.

3 B. Each party shall provide to the other party all documents, including
4 warranty information, owner's manuals and invoices which he or she has in his or her
5 possession regarding property awarded to the other party herein.

6 C. Each party shall have the right, and the other party shall cooperate by
7 doing all reasonable acts and supplying all appropriate documents, to confirm, if
8 reasonably necessary, compliance with all provisions under this Judgment.

9 D. The party receiving specific property under this Judgment shall be
10 entitled to, and the other party shall transfer and assign to him or her, all rights, titles,
11 and interest in the property, and such party also shall be entitled to existing insurance
12 in the property, and the benefits, if any, of premiums previously paid on that insurance
13 and each party shall be solely responsible for the payment of all premiums due
14 thereafter under the insurance policy terms if the party decides, in his or her sole
15 discretion, to maintain said policy in force.

16 E. The party receiving specific property under this Judgment shall pay, from
17 and after the Effective Date of this Judgment, all taxes assessed against such property
18 including, but not limited to, property taxes and federal and state taxes upon sale, and
19 all costs of maintenance thereof.

20 F. The Court shall retain jurisdiction to enter this Judgment and to make
21 further orders to enforce the provisions herein. Specifically, the Court shall retain
22 exclusive jurisdiction over the following matters:

- 23
- 24 1. To supervise or otherwise enforce the division and confirmation of
 - 25 property.
 - 26 2. To enforce the tax provisions.
 - 27 3. To enforce all executory provisions hereto.
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1 **15. REPRESENTATION BY LEGAL COUNSEL; FURTHER**
2 **ACKNOWLEDGMENTS**

3 A. Each party to this Judgment has acknowledged to the other that he or
4 she has been represented during the course of this action by counsel of his or her own
5 choosing. Petitioner acknowledges that he has been represented in connection
6 herewith by Wolf Group L.A., by Ellen Wolf, Attorney at Law, and Respondent
7 acknowledges that she has been represented in connection herewith by Jaffe &
8 Clemens, by William Ryden, Attorney at Law.

9 B. Each party has acknowledged that he or she is satisfied with the
10 information he or she has at this time and that he or she does not desire, nor has he or
11 she requested, any further discovery or documents from the other. Neither
12 Respondent nor Petitioner has promised or threatened anything to persuade or
13 dissuade the other from inquiry or investigation.

14 C. Each of the parties has acknowledged that neither party shall have the
15 right to set aside any of the terms or conditions of this Judgment by reason of any of
16 the waivers and decisions as set forth in this Judgment including, but not limited to
17 their agreement not to conduct further formal discovery, appraisals or investigations.

18 D. The parties have acknowledged that they have been advised by their
19 respective counsel that there may be certain tax consequences as a result of the
20 provisions of this Judgment, including, but not limited to, state and federal income tax
21 consequences, and local tax consequences. The parties have further acknowledged
22 that their respective counsel are not tax experts and have not given either party tax
23 advice, and each party has consulted with, or has had the opportunity to consult with,
24 his or her respective tax advisor, tax attorney or accountant regarding any tax
25 consequences of this Judgment which may be substantial and might affect materially
26 his or her entering into the terms of this Judgment. The parties acknowledged that
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1 they have sought and obtained all of the tax, business-related or other advice that they
2 deem necessary in order to enter this Judgment.

3 E. Each party acknowledges for himself/herself that he/she has approved
4 this Judgment based upon his/her own understanding of his/her own
5 circumstances and the circumstances of the other, and he/she is satisfied to rely on
6 his/her own understanding of their respective circumstances.

7 **16. ENTIRE UNDERSTANDING**

8 This Judgment is an integrated agreement and constitutes the full and entire
9 understanding of the parties with respect to the subject matter hereof, and supersedes
10 all prior discussions, negotiations, agreements, or orders. The parties hereto shall not
11 alter and/or modify this Judgment except by an instrument in writing executed by them
12 and dated after the effective date hereof. This Judgment includes all of the
13 representations of every kind and nature made by the parties.

14 **17. CONSTRUCTION OF AGREEMENT**

15 The form of this Judgment has been prepared, and negotiations in connection
16 herewith have been carried on, by the joint efforts of the parties, and this Judgment is
17 to be construed simply and fairly and not strictly for or against either of the parties
18 hereto. No prior versions/drafts to this Judgment shall be presented to and/or relied on
19 or made reference to in interpreting any provision or provisions of this Judgment.

20 **17. NOTICES**

21 Any and all notices, demands or communications under or in connection with
22 this Judgment which either party desires or is required to supply to the other, shall be
23 in writing and either served personally or sent by prepaid first-class mail, addressed to
24 the respective parties at their addresses set forth below. Nothing herein shall be
25 construed as a replacement or waiver of any requirements of notice or personal
26 service or other required means of service of any documents or instruments upon
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1 either party as required by California statutes. Each party is ordered to notify the other
2 party, in writing, of any change of address from the address set forth below. Such
3 written notice, when received, shall modify and amend the foregoing only as to the
4 address of the party giving notice.

5 James Samatas
6 c/o Wolf Wallenstein & Abrams, PC
7 11400 W. Olympic Blvd., Ste. 700
8 Los Angeles, CA 90064

9 Carlye Samatas
10 c/o Jaffe and Clemens
11 433 N. Camden Dr., Suite 1000
12 Beverly Hills, CA 90210

13 Each party may advise the other party in writing of a change of address. The
14 notice of change of address may be served by fax, regular mail or by personal delivery.

15 **18. ATTORNEY'S AND ACCOUNTANT'S FEES**

16 Petitioner agrees to pay Respondent the sum of \$25,000 upon the parties'
17 execution of this agreement to reimburse monies paid to ARC, as his share of the ARC
18 fees, court reporter's fees and other fees paid by Respondent. Respondent shall
19 retain refunds, if any, of unused portion of ARC fees. Except for said \$25,000, each
20 party shall be responsible for his or her own respective professional fees and costs,
21 including but not limited to any professional, attorney's and accountant's fees and
22 costs, whether previously incurred or incurred through entry of the Judgment, and each
23 party shall indemnify and hold the other party harmless therefrom.

24 **19. SUBMISSION TO COURT**

25 The parties waive notice of trial, notice of intended decision, motion for
26 reconsideration or new trial, and statement of decision; and the right to appeal, as to
27 each and every issue resolved by this Judgment to be filed herein shall be upon
28 execution of this Judgment by the Court.

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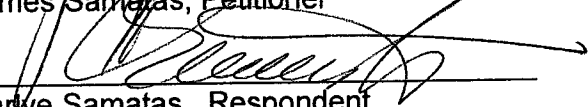
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1 THE FOREGOING IS AGREED TO AND THE COURT IS REQUESTED TO
2 APPROVE AND SIGN THIS DOCUMENT BECAUSE IT IS OUR STIPULATED
3 SETTLEMENT OF ALL MATTERS REFERRED TO HEREIN.

4
5 DATED: 6/27/18

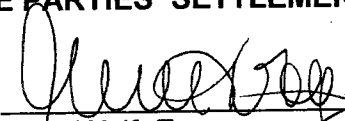

James Samatas, Petitioner

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7 DATED: June 27, 18

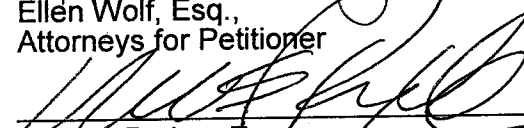

Carlye Samatas, Respondent

8
9 APPROVED AS CONFORMING TO THE PARTIES' SETTLEMENT

10
11 DATED: 6-27-18


Ellen Wolf, Esq.,
Attorneys for Petitioner

12
13 DATED: 6-27-18


William Ryden, Esq.,
Attorney for Respondent
Catherine Clemons
by William S Ryden

14
15
16
17 THE FOREGOING JUDGMENT IS APPROVED AND IS HEREBY MADE THE
18 ORDER OF THIS COURT.

19 DATED: 7/2/2018


JUDGE OF THE SUPERIOR COURT

